

Panaji, 15th September, 2011 (Bhadra 24, 1933)

SERIES II No. 24

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 23 dated 8-9-2011 as follows:-

- (1) Extraordinary dated 09-09-2011 from pages 563 to 564 regarding Order from Department of Home (Home—General Division).
- (2) Extraordinary (No. 2) dated 09-09-2011 from pages 565 to 566 regarding Order from Department of Home (Home—General Division).
- (3) Extraordinary (No. 3) dated 12-09-2011 from pages 567 to 568 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/15/95-AH (Part-II)/2607

On the recommendation of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide their letter No. COM/II/12/3(1)/06/154 dated 17-08-2011, the following Veterinary Officers are confirmed against the post of Veterinary Officer (Group 'B' Gazetted) in the Pay Band PB—2 ` 9,300-34,800+Grade Pay ` 4,600/- in the Directorate of Animal Husbandry & Veterinary Services, Panaji.

Sr. No.	Name of the Officer
1	2
1.	Dr. Prashant P. Pai Dhungat.
2.	Dr. Mahadev N. Naik.
3.	Dr. (Mrs.) Greta Costa.
4.	Dr. Ramkrishna V. Jog.

1	2
5.	Dr. Surendra M. Naik.
6.	Dr. Gustavo J. F. Pinto.
7.	Dr. Rajaram N. Naik.
8.	Dr. Rajendra Hari Prabhu Gaonkar.
9.	Dr. Vilas M. Naik.
10.	Dr. Agostinho Antonio Rosario Misquita.
11.	Dr. Marvin Lopes.
12.	Dr. Prakash M. Rane.
13.	Dr. Satyavan B. Naik.
14.	Dr. Prashant V. Naik.
15.	Dr. (Mrs.) Veena S. Kumar.
16.	Dr. Nitin S. Naik.
17.	Dr. Shirish S. Gaonkar.
18.	Dr. Prakash V. Korgaonkar.
19.	Dr. Shirishkumar S. Betkekar.

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Director & ex officio Joint Secretary (A.H.).

Panaji, 9th September, 2011.

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

No. 1/13/00-TS/1238

- Read: 1. This Office Order No. 1/13/00-TS dated 22-08-2007 appointing Shri Ligor Fernandes, Jr. Auditor, Co-op. Societies, North Zone, Mapusa as a Liquidator of the Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa.
2. This Office Order No. 1/13/00-TS dated 22-02-2010 appointing Shri Dinesh M. Kantak, Jr. Auditor, Co-op.

Societies, North Zone, Mapusa as a Liquidator of the Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa.

3. This Office Order No. 1/13/00-TS dated 04-10-2010 appointing Shri P. L. Gawande, Jr. Auditor, Co-op. Societies, North Zone, Mapusa as a Liquidator of the Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa.
4. Letter dated 10-08-2011 from Liquidator of the Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa forwarding therewith the proposal for reconstruction of the aforesaid society in terms of Section 16 of the Goa Co-op. Societies Act, 2001.
5. This office draft order of even No. 1/13/00-TS dated 11-08-2011 issued under Section 16 of the Act, read with Rule 15(1) of Co-op. Societies Rules, 2003 suggesting as to how the scheme for reconstruction of the society be implemented and inviting suggestions/objections if any from all those who interested may be effected due to said re-construction.

The Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa was registered in the year 18-12-1963 bearing code symbol No. RES-C-135/Goa under Section 9 of the Erstwhile Maharashtra Co-op. Societies Act, 1960 which was applied to the State of Goa with the various objects mainly to encourage thrift, self-help and Co-operation among its members, to meet all the needs of members relating to agriculture by providing them short term/medium term loans at moderate rates of interest, by raising funds by means as specified in Bye-laws No. 3 of the society for raising agricultural crops, to act as an agent of the members of the society by undertaking the work of purchase, storage and distribution of domestic and agricultural requirements viz. improved seeds, manures, fertilizers and fodder, to purchase agricultural implements, machines, engines and oil etc. and store them on behalf of the members, the objects at Sr. Nos. 4 to 12 listed in the Bye-laws No. 2, 2(a) and 2(B) of the society.

However, the management of the society was completely failed to manage the business affairs of the society and as such society was taken into liquidation vide this Office Order No. 1/13/00-TS dated 22-08-2011 cited at Sr. No. 1 above in terms of Section 103 of the erstwhile Maharashtra Co-op.

Societies Act, 1960 as was applied to the State of Goa.

However, in course of liquidation proceedings there was a proposal for reconstruction of the society and accordingly the proposal of such reconstruction was explored and the liquidator vide letter dated 10-08-2011 cited at Sr. No. 4 above submitted the proposal for reconstruction of the society after complying with all the formalities required by the law. Accordingly, in terms of Section 16 of the Act, read with Rule 15(1) of Co-op. Societies Rules, 2003 a draft order for reconstruction of the said society cited at Sr. No. 5 above was issued by this office inviting suggestions/objections if any from all those whose interest may be effected by the said reconstruction within 15 days from the date of issue of the said order.

However, no suggestions/objections to the scheme for reconstruction of the aforesaid society on the lines proposed by the liquidator in his proposal submitted to this office and as contained in this office draft order referred at Sr. No. 5 above, have been received from any one concerned within stipulated time limit and hence the following order for the reconstruction of the said society is hereby passed.

ORDER

In exercise of the powers vested to me under Section 16 of the Goa Co-op. Societies Act, 2001 read with Rule 15(2) of Co-op. Societies Rules, 2003, I, R. A. Pednekar, Asstt. Registrar of Co-op. Societies, North Zone, Mapusa-Goa hereby approve the proposal for reconstruction of the Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa as contained in this office draft order dated 11-08-2011 cited at Sr. No. 5 above.

Further, in virtue of the powers vested in me under sub-section (6) of Section 93 of the aforesaid Act, I hereby order the vacation of the liquidation order No. 1/13/00-TS dated 22-08-2007 placing the Bastora Uccassaim Group M. P. Co-op. Society Ltd., Bastora, Bardez-Goa under liquidation with effect from the date the liquidator hand over the charge to the newly elected Managing Committee of the society. I, further direct the liquidator of the aforesaid society to take necessary action for constituting the Managing Committee by holding the General Body meeting of the society as per the provisions of the Bye-laws of the society for constitution of such a Committee.

R. A. Pednekar, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 8th September, 2011.

Department of Education, Art & Culture

Directorate of Higher Education

—
Order

No. 5/29/AC/98/DHE/1844/Vol.II/2004

Read: Government Order No. 5/29/AC/98/DHE/1844 dated 21-5-2009.

Whereas, vide order read in preamble as above Government of Goa have allowed the teachers and equivalent cadres in Goa University and in its affiliated colleges with academic staff to avail of the benefits of revised pay scales as recommended by the UGC and approved for implementation by the Government of India, vide scheme No. 1-32/2006-U.II/U.I (i) dated 31-12-2008, consequent upon acceptance of recommendations of the 6th Central Pay Commission.

And whereas, as envisaged under para (2) (a) (ix) of the said scheme, the incumbent Readers and Lecturers (Selection Grade) who have completed 3 years in the pay scales of ` 12,000-18,300 as on 1-1-2006 shall be placed in Pay Band of ` 37,400-67,000 with AGP pay of ` 9,000 and shall be re-designated as Associate Professor.

And whereas, proviso 2 (a)(x) of the said scheme says that the incumbent Reader and Lecturer (Selection Grade) who had not completed 3 years in the pay scales of ` 12,000-18,300 as on 01-01-2006 shall be placed at the appropriate stage in the Pay Band of ` 15,600-39,100 with AGP of ` 8,000 till they completed 3 years of service in the grade of Lecturer (Selection Grade) Reader, and thereafter shall be placed in the higher Pay Band of ` 37,400-67,000 and accordingly re-designated as Associate Professor.

Now therefore, the following three lecturers (Selection Grade) who have completed 3 years of service are eligible for placing in the higher Pay Band of ` 37,400-67,000 with AGP of ` 9,000/- and re-designating them, as Associate Professor from the date of becoming eligible.

Sr. No.	Name of the Lecturer in Selection Grade/Government Colleges	Date of Selection Grade	Date of eligibility for placement in the pay band of ` 37,400-67,000
1.	Shri Govind A. Kelkar, Lecturer in Comp. Science/Assistant Professor, Government College, Quepem	01-02-2008	01-02-2011.
2.	Dr. Gajanan Madiwal, Lecturer in Commerce/Asst. Professor, Government College, Pernem	20-06-2008	20-06-2011.
3.	Shri Namdev M. Gawas, Lecturer in Commerce/Asst. Professor, Government College, Pernem	20-06-2008	20-06-2011.

By order and in the name of the Governor of Goa.

R. K. Halarnkar, Under Secretary (Higher Education).

Panaji, 6th September, 2011.

Order

No. 21/3/98-DHE/2005

On the recommendation of the Goa Public Service Commission vide their letter No. COM/II/12/15(1)/2011/121 dated 22-7-2011, Government is pleased to confirm Shri Prashant V. Bhonsle, Assistant Professor, Government College of Arts, Science & Commerce, Sanquelim Goa in service with immediate effect after having lifted probation.

By order and in the name of the Governor of Goa.

R. K. Halarnkar, Under Secretary (Higher Education).

Panaji, 6th September, 2011.

Directorate of Technical Education
College Section

Order

No. DTE/ADC/11/1/41/2007/Pt. III/4011

Read: Memorandum No. DTE/ADC/11/1/41/2007/Pt. III/3917 dated 26-08-2011.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/33(7)/06/130 dated 3rd August, 2011, Government is pleased to appoint Kum. Asmita Manohar Korgaonkar on temporary basis against vacant post of Assistant Professor (Pharmacology) in Goa College of Pharmacy, Panaji-Goa, on a initial basic pay of ` 15,600/- and other allowance as admissible in the pay band of ` 15,600-39,100 plus Academic Grade Pay of ` 6,000/- w.e.f. the date of joining as per the terms & conditions contained in the Memorandum cited above.

Kum. Asmita Manohar Korgaonkar will be probation for a period of two years.

She should join duties latest by 14th September, failing which this order is liable to be cancelled without further notice.

She has been declared fit by Medical Board, Goa Medical College & Hospital, Bambolim vide letter No. 4/106/84-H/GMC/528 dated 08-09-2011. The appointment is subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Addl. Secretary.

Porvorim, 9th September, 2011.

Department of Labour**Order**

No. 21/15/86-Lab-PF/334

On recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/11/28(2)/92-08/146 dated 10-08-2011, the Government is pleased to promote the following officials to the post of Assistant Labour Commissioner in the Pay Band—2, ` 9,300-34,800/- + Grade Pay ` 4,600/- (Group 'B' Gazetted) in the office of the Commissioner of Labour and Employment, Panaji-Goa on regular basis with immediate effect:

1. Shri Prasad Pednekar.
2. Shri Rupesh Kothambikar.

Both the above officials shall be on probation for a period of two years.

The expenditure on pay and allowances shall be debited to the Budget Head of Account 2230—Labour and Employment, 01—Labour, 001—Direction and Administration, 02—Strengthening of Labour Administration (N.P.), 01—Salaries.

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 30th August, 2011.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-Cum-Labour Court, at Panaji-Goa on 07-07-2011 in reference No. IT/69/2000 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 7th September, 2011.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT-I
AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. No. IT/69/2000

Shri Paresh Prabhudessai,
Rep. by the President,
The Goa MRF Employees Union,
Saidham, Dhavalimol,
Ponda-Goa. ... Workman/Party I
V/s

M/s. M.R.F. Limited,
P. O. Box No. 1 Bazaran,
Usgao, Ponda-Goa ... Employer/Party II

Party I/Workman is represented by Adv. Shri V. Menezes.

Party II/Employer is represented by Adv. Shri G. K. Sardesai.

AWARD

(Passed on this 7th day of July, 2011)

By order dated 22-09-2000, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute for adjudication.

“(1) Whether the action of the Management of M/s. MRF Limited, Usgao, Ponda, Goa in awarding punishment to Shri Paresh Prabhudessai of two days suspension from work on 5-2-1997 and 6-2-1997, without wages is legal and justified?

(2) If not, what relief the workman is entitled to?

2. On receipt of the reference, IT 69/2000 was registered. Notices were issued to both parties. The Party I has filed claim statement at Exb. 4 and the Party II has filed written statement at Exb. 5. The rejoinder of the Party I is at Exb. 7.

3. The Party I is an employee of the Party II Company. He was issued charge-sheet dated 17-10-1996 for threatening and abusing a Workman by name Umesh Bhandari. Domestic enquiry was conducted in respect of the said charge-sheet and upon receipt of the report the Party I Workman was awarded punishment of suspension from work for two days without wages.

4. The Party I has claimed that the charge-sheet was illegal and that the enquiry was conducted in violation of principles of natural justice. The Party I has stated that charges levelled against him are false and fabricated. The Party I has further raised the plea of victimization. The Party I has stated that punishment imposed against him is illegal and unjustified and has prayed to quash the order of suspension and grant full wages with other consequential reliefs.

5. The Party II has denied that charge-sheet is illegal. The Party II has also denied that it had indulge in the acts of victimization. The Party II has stated that the Party I had threatened and abused a co workman by name Umesh Bhandari. Hence the Party I was issued charge-sheet and a regular enquiry was conducted. The Party II has stated that the Party I was given full opportunity to defend himself but he did not avail the said opportunity. The Party II has stated that the Enquiry Officer has given his findings holding the Party I guilty of the charges levelled. The Party II has stated that the misconduct was of serious nature and though such misconduct warranted major punishment, it has taken lenient view and has awarded punishment of suspension of 2 days without wages. The Party II has denied that order is illegal and unjustified and has stated that Party I is not entitled for any relief.

6. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I/Union proves that the domestic enquiry held against the workman Shri Paresh Prabhudessai is not fair and proper?

2. Whether the charges of misconduct levelled against the workman Shri Paresh Prabhudessai are proved to the satisfaction of the Industrial Tribunal by acceptable evidence?

3. Whether the Party I/Union proves that the punishment imposed on the workman Shri Paresh Prabhudessai is by way of victimization and unfair labour practice?

4. Whether the Party I/Union proves that the action of the Party II in awarding punishment of two days suspension from work on 5-2-1997 and 6-2-1997 on the workman Shri Paresh Prabhudessai is illegal and unjustified?

5. Whether the workman Shri Paresh Prabhudessai is entitled to any relief?

6. What award?

7. Evidence of the parties were recorded at issues Nos. 1 and 2 which were treated as preliminary issues. When the matter was on the stage of arguments on preliminary issues, the Party I remained present before this tribunal and filed an application at Exb. 20 stating that he does not wish to pursue the matter any further and that he does not have any claim against the Party II including any award or relief in the present

dispute. The Party I was present before this Tribunal and he has confirmed the contents of the application at Exb. 20.

8. The statement made by the Party I before this Tribunal vis-à-vis the contents of the application at Exb. 20 clearly indicate that the Party I is not interested in pursuing the dispute and challenging the action of the management in awarding punishment of suspension of two days without wages and getting any relief in the matter. Consequently, this Tribunal has no other option but to hold that the action of the management in awarding punishment of suspension of two days without wages is legal and justified.

Under the circumstances I pass the following order:

- (1) The action of the Management of M/s. MRF Limited, Usgao, Ponda, Goa in awarding punishment to Shri Paresh Prabhudessai of two days suspension from work on 5-2-1997 and 6-2-1997, without wages is held to be legal and justified.
- (2) The Party I is not entitled for any relief. Inform the Government accordingly.

Sd/-
(Smt. A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-Cum-
-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-Cum-Labour Court, at Panaji-Goa on 04-07-2011 in reference No. IT/27/2010 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary
(Labour).

Porvorim, 7th September, 2011.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT-I
AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. No. IT/27/2010

Shri Bablo B. Naik
Rep. by legal heir,
Smt. Shaila B. Naik,
Rep. by the General Secretary,
G-5 Macedo Apartment,
Tisk, Ponda-Goa ... Workman/Party I
V/s

M/s. Wallace Pharmaceuticals
Pvt. Ltd.,
Curti, Ponda-Goa ... Employer/Party II

Party I/Workman is represented by Adv. Shri S. Gaonkar.

Party II/Employer is represented by Adv. Shri M. S. Bandodkar.

AWARD

(Passed on this 4th day of July, 2011)

By order dated 20-10-2010, the Government of Goa in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 has referred the following dispute for adjudication.

- "(1) Whether the action of the Management of M/s Wallace Pharmaceuticals Pvt. Ltd., Curti, Ponda, Goa in dismissing from service Shri Bablo B. Naik, Sweeper, w.e.f. 30-10-2009, is legal and justified?
- (2) If not, what relief the workman is entitled to?

2. On receipt of the reference, IT/27/10 was registered. Notices were issued to both parties, pursuant to which Adv. Shri S. Gaonkar put in his appearance on behalf of Party I and Lnd. Adv. M. S. Bandodkar put in his appearance for Party II. On 10-11-2010, Lnd. Advocate Shri S. Gaonkar filed an application at Exb. 5 stating that workman Bablo Naik has expired and sought leave to bring on record Smt. Shaila B. Naik, widow of the Party I and to permit her to continue the proceedings. The said application was not objected by the Party II and was granted. Accordingly, the widow of the Party I Workman was permitted to continue the proceedings.

3. On 30-6-2011, both parties remained present along with their respective representative/advocates and submitted that they have settled the matter amicably. The parties have placed on record the consent terms which are at Exb. 6. The said terms are signed by the parties and their respective advocates. The terms are acceptable to both parties and in my considered view are in

the interest of the legal representative of the deceased workman. Hence, the terms at Exb. 6 are taken on record and consent award is drawn as per the consent terms which are as under:

1. It is agreed between the parties that the Management of M/s. Wallace Pharmaceuticals Pvt. Ltd. shall pay a sum of Rs.35,300/- (Rupees Thirty five thousand three hundred only) to Shaila Naik, wife of the workman late Bablo Naik by cheque No. 565567 dated 29-6-2011 drawn on Bank of Baroda, Panaji branch which shall include all claims of late Bablo Naik arising out of the present reference and his employment. The above amount shall include all his claims including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money.
2. It is agreed that Shaila Naik, wife of late Bablo Naik shall accept the said amount mentioned in the clause (1) in full and final settlement of all the claims of her husband late Bablo Naik arising out of present reference and in complete satisfaction of his employment and termination, including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money.

3. Break up of the Amount paid

TA/SA	Rs.	48.00
Overtime	Rs.	837.00
13 days Leave Encashment	Rs.	4557.00
0.5 days Casual Leave	Rs.	175.00
Encashment		
Leave Travel Assistance	Rs.	3333.00
Gratuity	Rs.	94635.00
Sub-Total	Rs.	1,03,585.00

Deductions

Dues payable to the Credit Society	Rs.	35738.00
Dues payable to the Goa Urban Co-op. Bank	Rs.	32547.00
Sub-Total	Rs.	68285.00

Net Amount payable to the Party I
(Rupees Thirty five thousand three hundred only).

Shaila Naik, wife of late Bablo Naik agrees and requests the Party II to make direct payment of Rs. 35,738/- to the Menezes

Enterprises Employees Co-operative Credit Society Ltd, and Rs. 32,547/- to the Goa Urban Co-operative Bank Ltd, towards their respective outstanding dues from her husband late Bablo Naik. The said payments are considered as payment of the Companies dues to late Bablo Naik towards the wages, bonus, leave encashment, gratuity etc.

4. The dispute referred to this Tribunal vide order dated 20-10-2010, is amicably settled as per the aforesaid terms.

Inform the Government accordingly.

Sd/-
(Smt. A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-Cum-
-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-Cum-Labour Court, at Panaji-Goa on 11-07-2011 in reference No. LC-II/IT/12/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary
(Labour).

Porvorim, 7th September, 2011.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar,
Hon'ble Presiding Officer)

Case No. Ref. LC/II IT/12/10

Shri Joao (John) Rodrigues,
H. No. 410, Tembim,
P. O. Raia,
Salcete-Goa
V/s

... Workman/Party I

M/s. Advani Hotels &
Resorts Ltd.,
Fisheries Department
Building,
Panaji-Goa

... Employer/Party II

Workman/Party I represented by Adv. P. Agarwal
Employer/Party II represented by its employee
Mrs. S. Sawant.

Panaji, Dated: 11-07-2011.

AWARD

1. In exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 10-05-2010 bearing No. 28/13/2010-LAB referred the following dispute for adjudication to the Industrial Tribunal of Goa.

1. "Whether the action of the Management of M/s. Advani Hotels & Resorts (India) Ltd., Jetty Office, Panaji-Goa, in terminating the services of its workman Shri Joao (John) Rodrigues, Jr. Engineer, w.e.f. 29-04-2009, is legal and justified?
2. If not, to what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. IT/12/10 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his Statement of Claim on 28-4-2011 at Exb-7. The facts of the case as pleaded by the workman are that the Employer/Party II (for short Employer) is a Company registered under the Indian Companies Act, 1956 having its office at Dalamal Tower, Nariman Point, Mumbai. He stated that the Employer is involved in the business of Hotels and Resorts which includes Casinos. He stated that the Employer for that purpose employed more than 100 workmen. He stated that he had joined in the service of the Employer company w.e.f. 29-12-2007 as an "Electrician" on a consolidated salary of Rs. 10,000/- per month. He stated that as an "Electrician", he was doing the work of technical in nature such as electrical fittings, motor and A.C. repairing, Generator maintenance etc., He stated that thereafter he was promoted as "Junior Engineer" w.e.f. 1-11-2008 and was paid a consolidated salary of Rs. 16,000/- per month on the same terms and conditions. He stated that though he was promoted as Junior Engineer he was performing the same duties which he had performed as an "Electrician" of the Employer. He stated that on 24-4-2009 when he reported for his duty, he was shocked to receive the letter dated 24-4-2009 from the Employer stating that his services have been terminated without mentioning any reason. He stated that he therefore

vide his letter dated 18-5-2009 made a demand on the Employer, challenging his termination of services.

He stated that since the Employer did not reply to his letter dated 18-5-2009, he raised an Industrial Dispute vide his letter dated 26-4-2009 before the Labour Commissioner. He stated that the Assistant Labour Commissioner and Conciliation Officer, Panaji-Goa called for the discussions to both the parties, but the said Conciliation resulted in Ex-parte failure on account of casual approach of the Employer. He contended that at the time of termination of his services the Employer did not comply with the provisions of Sec. 25-F of the I.D. Act, 1947. The Workman therefore prayed for his reinstatement in services with full back wages and continuity in services.

3. Though the Employer was duly served with the claim statement filed by the Workman, the Employer company neither appeared on the scheduled date of hearings nor filed any written statement. Since the Employer company failed to remain present on the scheduled date of hearing without any justification they were marked as Ex-parte.

4. Based on the pleadings filed by the Workman this Court framed certain issues on 5-5-2011 at Exh-9:

1. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating his services w.e.f. 29-4-2009 is illegal and unjustified?
2. Whether the Workman/Party I proves that he is entitled to any relief?
3. What Order? What Award?

5. Thereafter case was fixed for filing affidavit-in-evidence of the Workman. On 9-6-2011 Ld. Adv. P. Agarwal remained present for the Workman and orally submitted that the matter is likely to settle amicably between the parties and sought time to file the terms of settlement. Accordingly on 07-07-2011 Ld. Adv. P. Agarwal alongwith Workman remained present. The Employer was represented by its employee Mrs. S. Sawant, the Senior Executive (Legal) and filed a joint application for consent award which is on record at Exb-10. The terms of settlement as stated in the said application for consent award are reproduced hereunder:

- I. It is agreed between the parties that Party II i.e. M/s. Advani Hotels & Resorts Ltd., shall pay an amount of Rs. 60,776/- to

the Party I, Shri Joao (John) Rodrigues in full & final settlement of the dispute in above reference.

II. It is agreed between the parties that in view of clause (I) above, the Party-I does not press for the relief of reinstatement with full back wages.

III. It is agreed between the parties that the amount payable in clause (I) above are in full and final settlement and satisfaction of all the claims of the Workman against the company including claims for compensation for loss of office or otherwise what so ever.

IV. It is agreed between the parties that the amount shall be paid within 3 days from filing of the consent terms before this court.

I have carefully perused the said application for consent award, jointly filed by the parties. I am of the opinion that the said terms of settlement are beneficial to the Workman and hence consented for the same. Since the dispute under reference is settled between the parties I hold that the dispute under present reference does not survive.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that in view of amicable settlement between the parties, the dispute as to whether the action of the Management of M/s. Advani Hotels & Resorts (India) Ltd., Jetty Office, Panaji-Goa, in terminating the services of its workman Shri Joao (John) Rodrigues, Jr. Engineer, w.e.f. 29-04-2009 is legal and justified, does not survive.

2. The Workman Shri Joao (John) Rodrigues is not entitled to any relief.

3. No order as to costs.

4. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
-Labour Court-II.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-Cum-Labour Court, at Panaji-Goa on 8-07-2011 in Reference No. IT/58/1999 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 7th September, 2011.

IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/58/1999

Shri Vinod Barde,
Don Wade, Saligao,
Bardez-Goa

... Workman/Party I

V/s

M/s. Crompton Greaves Ltd.,
Tivim Industrial Estate,
Karaswada, Mapusa,
Bardez-Goa.

... Employer/Party II

Workman/Party I represented by Shri V. Sawant.

Employer/Party II represented by Adv. Shri P. J. Kamat.

AWARD

(Passed on this 8th day of July, 2011)

The brief facts necessary to decide the reference are as under:-

The Party II Company has a factory at Tivim Industrial Estate, Karaswada, Bardez, Goa, wherein it carries work of assembling motors. The Party I workman (hereinafter referred to as the Party I), was employed in the said factory as a trainee w.e.f. 1-1-1996 and thereafter he was confirmed in service w.e.f. 1-1-1998. The Party I was served with a charge sheet dated 27-8-1998 for alleged acts of misconduct. The Party I was suspended pending departmental inquiry. A regular departmental enquiry was conducted. The Enquiry Officer submitted his findings holding the Party I guilty of willful insubordination and disobedience of lawful and reasonable order of superiors, disorderly behaviour during working hours at the establishment and committing act subversive of discipline. Upon considering the report, the Party II dismissed the Party I from service w.e.f. 19-11-1998.

2. Aggrieved by this action, the Party I raised an Industrial Dispute. The matter was admitted in conciliation. The conciliation proceedings ended in failure. On receipt of the failure report, by order dated 18-05-1999, the Government of Goa, in exercise of powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of the M/s. Crompton Greaves Limited, Tivim Industrial Estate, Karaswada, Mapusa, in dismissing Shri Vinod Barde, Operator from services w.e.f. 19-11-1998, is legal and justified?

(2) if not, to what relief the workman is entitled to?”

3. On receipt of the reference, case was registered under No. IT/58/1999 and notices were issued to both parties. In pursuance, the parties put in their appearance. The Party I filed Statement of Claim at Exbt. 3. The Party II employer has filed written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

4. The Party I has claimed that the order of suspension, charge sheet, and the notice of inquiry and the show cause notice dated 5-11-1998 were not issued and signed by the competent authority. The Party I claims that the charge sheet, suspension order, and letter of commencing enquiry proceedings are illegal and invalid documents. He has further claimed that no proper opportunity was given to him to defend himself and to produce his witness. The Party I claims that the inquiry was unfair and improper. The Party I further claims that the charges alleged against him were not proved and that the findings of the Inquiry Officer are biased and perverse. The Party I has stated that the punishment of dismissal is shockingly disproportionate and unjustified. The Party I has stated that he was a Joint Secretary of the Union and has raised a plea of victimization for the Union activities. The Party I has claimed that his termination is illegal and unjustified and has sought reinstatement with full back wages and continuity in service.

5. The Party II employer has stated that the Party I had indulged in acts of indiscipline and had committed acts such as abusing senior, not obeying orders of seniors, which constitute gross misconduct. He was therefore issued a charge sheet and pending departmental inquiry he was placed under suspension. The Party II employer has stated that the Inquiry Officer had followed all the norms of natural justice and had given full

opportunity to the Party I to produce his evidence. The Party II employer has stated that the Management had succeeded in proving the charges levelled against the Party I and that the report of the Inquiry Officer is based on the evidence produced before him. The Party I was issued notice to show cause against the proposed penalty of dismissal but the Party I failed to submit his reply. The Party II employer has stated that the charge sheet, suspension order, notices, and the dismissal order were all issued by the competent authority. The Party II has denied the allegations of victimization. The Party II has also denied that the penalty imposed on the Party I is harsh or disproportionate. The Party II has stated that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that the domestic inquiry held against him is not fair, proper and impartial?
2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
3. Whether the Party I proves that termination of his service by the Party II is by way of victimization?
4. Whether the Party I proves that the action of the Party II in terminating his services from 19-11-1998 is illegal and unjustified?
5. Whether the Party I is entitled to any relief?
6. What Award?

7. *Issues No. 1 and 2*, which pertain to the fairness of the domestic inquiry and proof of charges levelled against the Party I, were considered as Preliminary Issues. Findings on the said issues have been given vide Part I Award/ order dated 29-10-2010, wherein the enquiry has been held to be fair and proper and the charges levelled against the Party I are held to be proved to the satisfaction of the Tribunal. The questions, which now remain to be adjudicated, are whether the termination of the Party I is by way of victimization and whether the punishment of dismissal was commensurate with the misconducts alleged and proved against the Party I.

8. Both parties were called upon to adduce evidence on issues No. 3 to 5, which pertain to the plea of victimization, proportionality of the

punishment and the relief that the Party I is entitled for. The Party I has neither adduced evidence nor advanced arguments on these issues. The Party II has examined Shri Premanand Gawas. Lnd. Adv. P. J. Kamat has filed written arguments on behalf of the Party II. I have perused the records and considered the arguments advanced by Lnd. Adv. Kamat and my findings on issues No. 3 to 5 are as under.

9. *Issue No. 3:*

The Party I has claimed that he is the Joint Secretary and one of the active members of the Union. The Party I has vaguely stated that he is victimized for the Union activities. It need not be emphasized that mere allegations or insinuations cannot be proof of victimization. Similarly, the fact that the employee is an active member or office bearer of the union does not per se lead to an inference of victimization. The allegation of victimization being a serious matter reflecting upon the subjective attitude and conduct of the employer, has to be pleaded with all specific particulars and established by safe and conclusive evidence. In the instant case the Party I has not adduced any evidence to support the plea of victimization. It is also to be noted that in the case of *Messrs Bharat Iron Works v. Bhagubhai Balubhai Patel and others* [(1976) 1 SCC 518] the Apex Court has held that “....In such a case the employee, found guilty, cannot be equated with a victim or a scapegoat and the plea of victimization as a defence will fall flat. This is why once, in the opinion of the tribunal a gross misconduct is established, as required, on legal evidence either in a fairly conducted domestic enquiry or before the tribunal on merits, the plea of victimization will not carry the case of the employee any further. A proved misconduct is antithesis of victimization as understood in industrial relations. This is not to say that the tribunal has no jurisdiction to interfere with an order of dismissal on proof of victimization.”

Reverting to the facts of the present case, the charges levelled against the Party I are held to be proved and in the absence of cogent and conclusive evidence, the plea of victimization cannot be entertained. Hence issue No. 3 is answered in negative.

10. *Issue No. 4:*

There is no dispute that Section 11 A of the Industrial Disputes Act vests discretionary powers in the Tribunal to substitute the order of discharge or dismissal into an order of reinstatement or give

such other relief to the workman including the award of any lesser punishment, in lieu of discharge or dismissal as the circumstances of the case may require. However, it is well settled that these discretionary powers are to be exercised judiciously, within the parameters of law. In this regard, it is advantageous to refer to the decision of the Apex court in the case of *Mahindra & Mahindra Ltd. V/s. N. B. Nawade* 2005-I CLR 803, wherein a three Judge Bench of the Apex Court after referring to the decisions in the case of *U.P.S.R.T.C. v/s Subhash Chandra* (AIR 2000 SC 1163) and *Kailash Nath Gupta v/s Enquiry Officer* (2003 II CLR 72) has held that “It is no doubt true that after introduction of Section 11-A in the Industrial Disputes Act, certain amount of discretion is vested with the labour court/Industrial Tribunal in interfering with the quantum of punishment awarded by the Management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this Court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under Section 11-A is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court cannot by way of sympathy alone exercise the power under Section 11-A of the Act and reduce the punishment. As noticed herein above atleast in two of the cases cited before us, i.e. *Orissa Cement Ltd. (supra)* and *New Shorrock Mills (supra)*, this Court held: “punishment of dismissal for using of abusive language cannot be held to be disproportionate.” In this case all the forums below have held that the language used by the workman was filthy. We too are of the opinion that the language used by the workman is such that it cannot be tolerated by any civilized society. Use of such abusive language against a superior officer, that too not once but twice, in the presence of his subordinates cannot be termed to be an indiscipline calling for lesser punishment in the absence of any extenuating factor referred to hereinabove.”

11. In the instant case, the Party I has been held guilty of disobeying instruction of his superior, abusing his superior in most vulgar words, using

defamatory language and leaving the workplace without permission and thereby committing the following misconduct: (1) willful insubordination and disobedience of lawful and reasonable order of superior, (2) disorderly behaviour during working hours at the establishment and act subversive of discipline. The charges proved against the Party I are grave and serious. Such acts if viewed leniently will not only affect the discipline at workplace but also will encourage the workmen to break the discipline with impunity. Hence, in my considered view, the punishment of dismissal is not disproportionate to the charges proved. It is also to be noted that the Party I has not adduced any evidence to prove that there are any other extenuating circumstances to reduce the penalty. In my considered view, the punishment imposed on the Party I is not highly disproportionate to the degree of guilt. Consequently, the order of termination cannot be said to be illegal or unjustified. Issue No. 4 is therefore answered in negative.

11. Issue No. 5:

The Party I is held guilty of committing serious acts of misconduct. The penalty imposed against the Party I is neither disproportionate nor harsh. There are no mitigating circumstances to interfere with the penalty imposed against the Party I. Hence, the Party I is not entitled for any relief. Issue No. 5 is answered accordingly.

Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

1. The action of the management of the M/s. Crompton Greaves Limited, Tivim Industrial Estate, Karaswada, Mapusa, in dismissing Shri Vinod Barde, Operator from services w.e.f. 19-11-1998, is legal and justified.
2. The Party I is not entitled for any relief.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai)
Presiding Officer,
Industrial Tribunal-
-Cum-Labour Court-I.

Notification

No. 28/1/2011-LAB

The following award passed by the Industrial Tribunal-Cum-Labour Court, at Panaji-Goa on 8-07-2011 in Reference No. LC-II/IT/01/10 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 7th September, 2011.

IN THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/IT/01/10

Shri Menino Fernandes,
r/o H. No. 41, Xeller,
Canacona-Goa.

... Workman/Party I

V/s

M/s. Intercontinental
"The Grand Goa Resort",
situated at Raj Baga,
Canacona-Goa.

... Employer/Party II

Party I/Workman is represented by Shri K. V. Nadkarny.

Party II/Employer is represented by Adv. M. S. Bandodkar.

Panaji, dated: 08-07-2011.

AWARD

1. In Exercise of the powers conferred by Section 10(1) (d) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by Order dated 01-01-2010 bearing No. 28/32/2009-LAB referred the following dispute for adjudication to the Industrial Tribunal of Goa.

- "(1) Whether the action of the Management of M/s Intercontinental "The Grand Goa Resort", Raj Baga, Canacona, Goa in refusing employment to Shri Menino Fernandes, A/C and Refrigerator Supervisor, w.e.f. 15-06-2007, is legal and justified?
- (2) If not, what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/01/2010 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The facts of the case in brief as pleaded by the Workman/Party I (for short "Workman") are that he was initially appointed by the Employer/Party II (for short "Employer") w.e.f. 26-04-2004 without issuing any letter of appointment or any contract of employment. He stated that on 30-09-2004 while he was on duty, his signatures were taken on contractual agreement and he was retained on the post of "A/C and Refrigerator Supervisor" in their Engineering Department on certain terms and conditions specified therein. He stated that as per the contractual agreement dated 30-09-2004, his services were made valid for a period of 1 year w.e.f. 01-10-2004 and it was to be terminated automatically after the expiry of the said period of employment. He stated that he had continuously worked for the employer from the date of his joining till 27-04-2007 without any extension of contract etc. He stated that the Employer vide their letter dated 31-03-2007 compelled and forced him to sign and accept their said letter purportedly showing the alleged extension of contract from 01-10-2006 to 16-06-2007. He stated that the said back dated letter of the Employer was received by him on 27-04-2007. He stated that the said back dated letter is silent about the period for which he was in continuous service since the time of his joining the services of the Employer. He submitted that the Employer attempted to create a document to appear that the contract was extended by 8 & ½ months. He submitted that the said back dated letter was prepared by the Management only to deprive him his legitimate and statutory right to permanency in the employment. He stated that he was performing the duties such as to operate the plant installed in the main utility block and secondary utility block, to operate Chiller Plants, A/C Plants, to operate standby plants, to operate Generators, water pumps, to operate the Boiler Plant, to check water level in the water tank, to operate D. C. Plant, to check the Diesel level & fill the Diesel whenever there was fall in the Diesel level, to check the water level of Boiler Plant and if there was any fall in the water level he had to inform the Engineer and to pass on Engineer's instruction to the contractors to supply water by the tanker so that the requisite level in the boiler is maintained and to start and operate two water pumps to draw water whenever required, to monitor the temperature of the boiler and to check

and record in the log book before starting of the boiler. He stated that the Employer Hotel is of international standard and is a starred hotel where power, water and A/C in the room have to be in operation throughout the day. He stated that his primary duties were of operational in nature. He submitted that he is a "Workman" as defined u/s 2(s) of the I. D. Act, 1947 and was not employed in any managerial and supervisory category. He submitted that the action of the Employer Hotel in terminating his services w.e.f. 15-06-2007 by refusing him employment is illegal and bad-in-law and hence the same is required to be set aside. He submitted that despite his best efforts, he could not secure any employment during the last over 2 & 1/2 years, however presently he is employed. He therefore prayed that the action of the Employer Hotel in refusing him employment be held as illegal and bad-in-law and the Employer Hotel be directed to reinstate him back in their services w.e.f. 16-06-2007 with continuity in services and full back wages and all other benefits.

3. The Employer controverted the claim of the Workman by filing the Written Statement on 29-07-2010 at Exhibit-08. The Employer by way of preliminary objections submitted that the entire reference is bad-in-law and not maintainable as the Party I was appointed on contractual basis as "A/C & Refrigerator Supervisor" for the period of 1 year w.e.f. 01-10-2004 vide their letter dated 30-09-2004. The Employer submitted that all the duties performed by the Party I were of supervisory in nature and was drawing a salary more than Rs. 1600/- p. m. and hence he is not a "Workman" as defined u/s 2(s) of the I. D. Act, 1947 and therefore this Hon'ble Court has no authority to try and entertain the present dispute. The Employer submitted that since the appointment of the Party I was of contractual nature, renewed from time to time, by giving specific appointment letters and the Party I having accepted the said appointment letters, the question of refusing the employment to the Party I cannot and does not arise. The Employer submitted that the case of the Party I is covered u/s 2 (00) (bb) of the I. D. Act, 1947. The Employer further submitted that assuming and without admitting, his case falls within the purview of Sec. 25-F of the I. D. Act, 1947, the Party I was offered the necessary legal dues, however he refused to accept the same. The Employer submitted that the legal dues of the Party I were sent to his last available address, the Party I though accepted the said letter and the cheques, returned back on 18-07-2007. The Employer stated that they have not refused

employment to the Party I, but the services of the Party I stood automatically terminated on his last working day as per last contract dated 31-03-2007. The Employer stated that the Party I was in their employment from 01-10-2004 to 30-09-2005 for a period of 1 year and there is a written agreement to that effect. The Employer stated that thereafter the contract of the Party I was extended from 01-10-2005 to 30-09-2006 for another 1 year and again a further contract was extended from 01-10-2006 to 15-06-2007 for a period of 8 ½ months. The Employer stated that all the contracts have been specifically accepted by the Party I. The Employer denied the overall case of the Party I as pleaded in the Claim Statement and prayed for the dismissal of the present reference in limine.

4. Thereafter, the Party I filed his Re-joinder on 31-08-2010 at Exhibit-10. By way of Re-joinder, the Party-I submitted that all the duties performed by him were predominantly manual, technical and operational in nature and that no part of his duties performed by him can be called as supervisory in nature. The Party I reiterates that he is a "Workman" as defined u/s 2(s) of the I. D. Act, 1947 and hence this Court has every jurisdiction to try and entertain the present dispute. He reiterates that the action of the Employer in refusing him employment is illegal and bad-in-law as the Employer has failed to follow the mandatory provision of Rule-77 of Industrial Disputes (Central) Rules, 1957. The Party I stated that he was never offered any letter of retrenchment, but he was sent off by refusing employment, thus violated Sec., 25 (s) of the I. D. Act, 1947. He stated that the Employer is employing over 100 Employees in its establishment and hence the provisions of Chapter V-B of the I. D. Act, 1947 are applicable to the Employer Hotel. The Party I denied each and every statement and averments made by the Employer in the Written Statement which is contrary and inconsistent to his case and reiterates his case to be true and correct.

5. Based on the pleadings filed by the respective parties in the present reference, the Court framed the following issues on 20-09-2010 at Exb. 11.

1. *Whether the Workman/Party I proves that he is a "Workman" as defined u/s 2(s) of the I. D. Act, 1947?*
2. *Whether the Workman/Party I proves that the action of the Employer/Party II in refusing him employment w.e.f. 15-06-2007 is illegal and unjustified?*
3. *Whether the Employer/Party II proves that the present reference issued by the*

Government is bad-in-law and not maintainable in view of the preliminary objections in para B, C, D & E of the Written Statement?

4. *Whether the Workman/Party I proves that he is entitled for any relief?*
5. *What Order? What Award?*

6. Thereafter the case was fixed for the evidence of the Party I on 25-04-2011. However, on 25-04-2011, Ld. Rep. Shri K. V. Nadkarny for the Party I as well as Ld. Adv. M. S. Bhandodkar for the Party II remained present and orally submitted that the matter is likely to be settled amicably between the parties and sought time to settle the matter amicably. Accordingly, on 16-06-2011 the Ld. Adv. C. J. Mane holding for Shri K. V. Nadkarny for the Party I as well as Ld. Adv. L. D'Costa for the Party II remained present and filed a joint application for consent award duly signed by both the parties alongwith the respective representatives. The terms of settlement as stated and agreed in the said joint application are reproduced as hereunder:

1. It is agreed between the parties that the Management of M/s Intercontinental, "The Grand Goa Resort" shall pay a sum of Rs. 85,000/- (Rupees eighty five thousand only) to the Party I, Mr. Menino Fernandes by Cheque No. 104457 dated 14-06-2011 drawn on HDFC Bank, Margao Branch in full settlement of all his claims, which shall include earned wages, bonus, leave encashment, overtime etc. if any, arising out of employment and/or termination of services, including any other claim/benefit which can be computed in terms of money.
2. It is agreed by Mr. Menino Fernandes, Party-I that, he shall accept the amount mentioned in the Clause (1) in full and final settlement of all his claims arising out of the employment/termination of his services, including claim of earned wages, bonus, leave encashment, overtime etc. if any, or any other claim/sum which can be computed in terms of money, in complete satisfaction of all his claims including claim made in the present reference No. IT/1/2010 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement or/and re-employment.

I have carefully perused the said joint application for consent award. In my opinion the terms of settlement as stated in the said application are beneficial to the workman and hence consented for the same. Since both the parties to the present reference have settled the matter amicably between themselves, the dispute does not survive.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that in view of amicable settlement between the parties, the dispute as to whether the action of the Management of M/s Intercontinental "The Grand Goa Resort", Raj Baga, Canacona, Goa in refusing employment to Shri Menino Fernandes, A/C and Refrigerator Supervisor, w.e.f. 15-06-2007, is legal and justified, does not survive.
2. The workman Shri Menino Fernandes is not entitled to any relief.
3. No order as to costs.
4. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

State Directorate of Craftsmen Training

ORDER

Ref. No. 2/123/2010/EST/SDCT/(24)-Part/7009

- Read: 1. Order No. 2/123/2009/EST/SDCT(24)-Part/3385 dated 22-6-2009.
2. Order No. 2/123/2007/EST/SDCT/(24)-Part/3097 dated 4-5-2010.
 3. Order No. 2/123/2010/EST/SDCT/(24)-Part/6778 dated 24-9-2010.

The ad hoc promotion of Shri Edwin L. Fernandes, to the post of Principal, Jr. Scale (Group B) Gazetted is hereby extended for a further period of 1 year from 24-06-2011 to 23-06-2012 with the same terms and condition stipulated in the above orders.

This is issued with the concurrence of the Goa Public Service Commission vide its communication

No. COM/II/11/60(1)/03-09(part file)/798 dated 17-8-2011.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Directorate of Craftsmen Training & ex officio Joint Secretary.

Panaji, 5th September, 2011.

Order

Ref. No. 2/123/2010/EST/SDCT/(24)/7010

- Read: 1. Order No. 2/123/2009/EST/SDCT/(24)/2639 dated 7-12-2007.
2. Order No. 2/123/2009/EST/SDCT/(24)/4938 dated 9-7-2008.
 3. Order No. 2/123/2009/EST/SDCT/(24)/3581 dated 1-7-2009.
 4. Order No. 2/123/2009/EST/SDCT/(24)/4648 dated 11-8-2009.
 5. Order No. 2/123/2009/EST/SDCT/(24)/2599 dated 16-4-2010.
 6. Order No. 2/123/2009/EST/SDCT/(24)/6460 dated 7-9-2010.

The ad hoc promotion of Shri M. S. Allabaksh, to the post of Principal, Jr. Scale (Group B) Gazetted is hereby extended for a further period of 1 year from 07-06-2011 to 06-06-2012 with the same terms and condition stipulated in the above orders.

This is issued with the concurrence of the Goa Public Service Commission vide its communication No. COM/II/11/60(1)/03-09(part file)/798 dated 17-8-2011.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Directorate of Craftsmen Training & ex officio Joint Secretary.

Panaji, 5th September, 2011.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. LD/94-Estt-04/1414

In pursuance of clause (a) of Section 28 of the Goa Children's Act, 2003 (Goa Act 18 of 2003) and on the recommendation of the Hon'ble High Court, Bombay conveyed vide letter No. A-1218/2004 dated 16-07-2011, the Government of Goa is pleased to appoint the Principal District & Sessions

Judge, Panaji by designation as the President of the Children Court for the State of Goa.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.)
Porvorim, 26th August, 2011.

Order

No. 9-33-2005-LD(Estt)/1493

Whereas the Government vide Notification No. 5/40/97-LD dated 11-08-1997, published in the Official Gazette, Series II No. 25 dated 18-09-1997, appointed Advocate Shri Kalidas Vithoba Parab (hereinafter called as the "Applicant") as a Notary for a period of three years in Satari area with effect from 11-08-1997;

And whereas the Government vide Certificate of practice No. 5/40/97-LD dated 11-08-1997 has certified that the Applicant is authorized to practice as a Notary for period of 3 years from 11-08-1997, for Satari area;

And whereas the Government vide Certificate of practice No. 5-40-97-LD dated 29-02-2000 has also authorized the Applicant to practice for Bicholim Taluka;

And whereas the period of validity of the Certificate of practice dated 11-08-1997 issued to the Applicant expired on 10-08-2000;

And whereas the Applicant continued to practice as a Notary even after the expiry of the period of validity of the said Certificate of practice on 10-08-2000 and did not get his Certificate of practice renewed as required by sub-section (2) of Section 5 of the Notaries Act, 1952 (Central Act 53 of 1952) (hereinafter called as the "said Act");

And whereas the Government accordingly vide letter No. 9-33-2005-LD(Estt) dated 17-08-2006 informed the Applicant that he is barred from practicing as Notary after 11-08-2000 as per the provisions contained in sub-section (1) of Section 9 of the said Act and further directed the Applicant to stop his Notarial practice as Notary immediately;

And whereas the Government has received complaints against the Applicant from Shri Vincy Gonsalves and Shri Santosh M. Shirodkar, both

resident of Valpoi, Satari, Goa, dated 24-12-2004 and 13-05-2005 respectively;

And whereas a suo motu inquiry was initiated by the Government and accordingly a Show Cause Notice bearing No. 9-33-2005-LD(Estt)/2958 dated 01-12-2005 was issued to the Applicant directing the Applicant to show cause why action under the Notaries Act and Rules should not be initiated against him;

And whereas the Applicant vide his letter dated 14-12-2005 replied to the said Show Cause Notice requesting therein that no action should be initiated against him under the Notaries Act and Rules;

And whereas on a perusal of the aforesaid reply dated 14-12-2005 of the Applicant and other relevant documents and papers, the Government, having considered that there is a prima facie case against the Applicant, vide its letter No. 9/33/2005-LD(Estt) dated 21-12-2006 requested the State Registrar-cum-Head of Notary Services to conduct an inquiry against the Applicant;

And whereas an inquiry was accordingly conducted by the State Registrar-cum-Head of Notary Services and Inquiry Report was submitted to the Government vide his letter No. 4/14/08-09/Registration/7 dated 31-12-2008;

And whereas the inquiry Report submitted by the State Registrar-cum-Head of Notary Services has held that allegations made by the above two complainants have been proved and the Applicant has continued practice even after a ban imposed by the Government;

And whereas in view of the aforesaid, the Applicant is found to be guilty of such professional or other misconduct as, in the opinion of the Government, renders him unfit to practice as a Notary;

And whereas the Applicant has also failed to get his certificate of practice renewed;

Now, therefore, in pursuance of clauses (d) and (f) of Section 10 of the said Act, the Government of Goa hereby removes from the Registrar maintained by it under Section 4 of the said Act, the name of the Applicant entered as a Notary with immediate effect.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.)
Porvorim, 9th September, 2011.

Department of Personnel

—
Addendum

No. 7/6/99-PER (P.F.)

Read: Notification No. 7/6/99-PER (P.F.) dated 29-08-2011.

Following para shall be added to Notification No. 7/6/99-PER (P.F.) dated 29-08-2011, read above:-

“The following officers shall look after the charge of the subjects/departments held by Shri T. M. Balakrishnan, IAS, during his training period, as shown against their names:

Sr. No.	Name of the IAS officer	Subjects/Departments
1.	Shri R. K. Verma, IAS (AGMU:1984) Secretary (PWD)	1. Secretary to Chief Minister. 2. Town & Country Planning. 3. Industries & Commerce (SEZ).
2.	Shri S. Kumaraswamy, IAS (AGMU:1991) Secretary (Finance)	1. Non-Conventional Energy. 2. Art & Culture. 3. Museums. 4. Public Grievances.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).
Porvorim, 30th August, 2011.

—◆◆◆—
Department of Public Health—
Order

No. 47/29/2005-I/PHD

Government is pleased to transfer the following Medical Officers under the Directorate of Health Services in public interest with immediate effect and post them to the places indicated against their names:

Sr. No.	Name of the Medical Officers	Present posting	Posted at
1	2	3	4
1.	Dr. Jasmine Brenda Pinto	Raj Bhavan, Dona Paula	Inspectorate of Factories & Boilers, Altinho, Panaji (on deputation as Medical Inspector).

1	2	3	4
2.	Dr. Manish Gaunekar	Inspectorate of Factories & Boilers, Altinho, Panaji (on deputation as Medical Inspector)	Urban Health Centre, Panaji.
3.	Dr. Maria Juliette Mascarenhas	Urban Health Centre, Panaji	Raj Bhavan, Dona Paula.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).
Porvorim, 29th August, 2011.

Order

No. 21/1/2010-I/PHD

Sanction of the Government is hereby accorded for counting of the past services rendered by Shri Wilson Nicolau Fernandes, Lecturer in the Institute of Nursing Education, Bambolim from 16-12-1997 to 16-12-2009 as qualifying services for the purpose of pensionary benefits as admissible under Rule 26(2) of CCS (Pension) Rules, 1972.

This issues with the concurrence of the Finance (Rev. & Cont). Department vide U.O. No. 1419875 dated 19-08-2011.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health II).
Porvorim, 7th September, 2011.

—◆◆◆—
Department of Revenue—
Order

No. 22/11/2010-RD

Whereas, the Government of Goa, vide Notification No. 22/11/2010-RD dated 10-06-2010, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the “said Act”), and published in the Official Gazette, Series II No. 12 dated 17-06-2010, notified that the land specified in the Schedule thereof (hereinafter referred to as the “said land”) was needed for public purpose viz.

Land Acquisition for construction of approach road to New International Airport at Mopa in Pernem Taluka (addl. area) (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/11/2010-RD dated 09-06-2011, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 12 dated 23-06-2011, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 6th September, 2011.

Order

No. 22/10/2010-RD

Whereas, the Government of Goa, vide Notification No. 22/10/2010-RD dated 10-06-2010, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 12 dated 17-06-2010, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") was needed for public purpose viz. Land Acquisition for construction of New International Airport at Mopa in Pernem Taluka (addl. area) (hereinafter referred to as the "said public purpose");

And Whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/10/2010-RD dated 07-06-2011, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 11 dated 16-06-2011, declared that the said land is required for the said public purpose.

Now, Therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, North Goa District, Panaji, to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 6th September, 2011.

Notification

No. 23/24/2011-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of Kalna Minor from ch. 0.00 km. to 0.580 kms. taking off from ch. 3.370 kms. of RBMC of TIP at Village Alorna of Pernem Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

The Government further appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, North GTIDC, Karaswada, Bardez-Goa to perform the functions of a Collector, under the said Act in respect of the said land.

The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Special Land Acquisition Officer, North GTIDC, Karaswada, Bardez-Goa.
3. The Executive Engineer, W.D.VII, GTIDC, Dhargal, Pernem-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

A rough plan of the said land is available for inspection in the Office of the Special Land Acquisition Officer, North GTIDC, Karaswada, Bardez-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Pernem

Village: Alorna

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. Area in sq. mts.
1	2	3
448/10 p	O: Pandurang Govind Sutar.	1200
448/11 p	O: Ganesh Raghunath Malik. Gangaram R. Malik. Nakul R. Malik. Babu R. Malik. Krishna R. Malik.	500
448/12 p	O: Nagu Arjun Malik.	200
448/13 p	T: Soma Ganu Malik. Ladu Bhadu Malik.	275
448/14 p	O: Atmaram Shankar Malik.	200
448/15 p	O: Government. T: Ramchandra Vasu Malik.	310
448/16 p	O: Babu Nana Malik. Bapu Chandro Malik. T: Bapu Chandro Malik.	340
448/17 p	T: Rauji Sagun Malik. Lanu Bhiva Malik.	320
449/1 p	O: Babu Nana Malik.	140
449/3 p	O: Soma Ganu Malik. Ladu Bhadu Malik.	270
449/4 p	O: Soma Ganu Malik. Ladu Bhadu Malik.	200
449/5 p	O: Nagu Arjun Malik.	210

1	2	3
449/6 p	O: Rauji Sagun Malik. Ladu Bhiva Malik.	562
449/7 p	O: Shankar Laximan Malik.	405
449/8 p	O: Rauji Bala Malik. Charko Atmaram Malik.	245
449/9 p	O: Government. T: Ramchandra Vasu Malik.	110
450/1 p	O: Shankar Laximan Malik.	125
450/2 p	O: Ramchandra Vasu Malik.	220
450/3 p	O: Soma Ganu Malik. Ladu Bhadu Malik.	140
450/4 p	O: Nagu Arjun Malik.	110
450/5 p	O: Devki Narayan Malik.	350
450/6 p	O: Rauji Sagun Malik. Ladu Bhiva Malik.	930
450/7 p	O: Shankar Laximan Malik.	335
450/8 p	O: Atmaram Shankar Malik. Deu Phati Malik.	335
450/9 p	O: Government. T: Ramchandra Vasu Malik.	500
450/10p	O: Ganesh Raghunath Malik. Gangaram R. Malik. Nakul R. Malik. Babu R. Malik. Krishna R. Malik.	825
450/11 p	O: Nagu Arjun Malik.	270
450/12 p	O: Atmaram Shankar Malik. Deu Phati Malik.	280
450/13 p	O: Soma Ganu Malik. Ladu Bhadu Malik.	700
453/9 p	O: Government. Government of Goa Executive Engineer, WDVII, ID (T.I.P), Mapusa. T: Ramchandra Vasu Malik.	130
453/10 p	O: Ganesh Sakho Malik. Government of Goa, Executive Engineer, WDVII, ID (T.I.P), Mapusa.	1100

Boundaries :

North : State Maharashtra S. No. 448/10
to 17, 449/1, 3, 4, 6, 7, 8, 9,
Nalla.
South : Road Nalla, S. No. 448/10 to 17,
449/1, 2, 3, 4, 5, 453/9, 10.
East : S. No. 449/8, 9, Nalla, 450/6 to
13, 453/10.
West : S. No. 450/6 to 13, 453/9, Nalla.

Total: 11837

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).
Porvorim, 6th September, 2011.

Department of Social Welfare

Directorate of Social Welfare

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Order

No. 13/10/2011-SWD/3972

Government is pleased to constitute the State Level Committee for the implementation of the Prime Minister's 15 Point Programme for the Welfare of Minorities consisting of the following members:

- | | |
|--|-------------|
| 1. Chief Secretary | — Chairman. |
| 2. Member of Parliament
(Lok Sabha, South) | — Member. |
| 3. Member of Parliament
(Lok Sabha, North) | — Member. |
| 4. Member of Parliament
(Rajya Sabha) | — Member. |
| 5. Shri Aleixo Reginaldo
Lourenco, (M.L.A.) | — Member. |
| 6. Shri Francisco D'Souza,
(M.L.A.) | — Member. |
| 7. Principal Secretary | — Member. |
| 8. Finance Secretary | — Member. |
| 9. Secretary, Social Welfare | — Member. |
| 10. Secretary, Panchayati Raj | — Member. |
| 11. Secretary, Labour | — Member. |
| 12. Secretary, Industries | — Member. |
| 13. Secretary, Agriculture | — Member. |
| 14. Secretary, Rural Development | — Member. |
| 15. Secretary, Education | — Member. |
| 16. Director, Social Welfare | — Member. |
| 17. Director, Women & Child
Development | — Member. |
| 18. Director, Agriculture | — Member. |
| 19. Director, Education | — Member. |
| 20. Director, Tribal | — Member. |
| 21. Director, Panchayati Raj | — Member. |
| 22. Director, Health | — Member. |
| 23. Chairperson, Zilla
Panchayat (South) | — Member. |
| 24. Chairperson, Zilla
Panchayat (North) | — Member. |

- | | |
|---|-----------|
| 25. Chairman, Goa State
Commission for Backward
Classes | — Member. |
| 26. Chairman, Goa State SC &
OBC Finance & Develop-
ment Corporation Ltd. | — Member. |
| 27. Chairman, Goa State ST
Finance & Development
Corporation Ltd. | — Member. |
| 28. Project Director, District
Rural Development Agency,
North | — Member. |
| 29. Project Director, District Rural
Development Agency, South | — Member. |

The said Committee shall meet at least once every quarter under the Chairmanship of Chief Secretary.

By order and in the name of the Governor of Goa.

N. B. Narvekar, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 7th September, 2011.



Department of Water Resources

Office of the Chief Engineer

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Addendum

No. 3/25-5/87/CE-WR/670

Read: Order No. 3/25-5/87/CE-WR/499 dated 29-07-2011.

In this office order cited above, the following para may be added after para 2.

"The pay of the above officer shall be fixed in initial basic of ` 37,400-67,000+Grade Pay of ` 8,700/-".

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer and ex officio Addl. Secretary (W.R.).

Panaji, 8th September, 2011.

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